

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 23-Aug-2012	4. REQUISITION/PURCHASE REQ. NO. (b) (4), (b) (6)	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001 (b) (4), (b) (6)	CODE M00264	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
CAGE CODE (b) FACILITY CODE		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. (b) (4), (b) (6)
		10B. DATED (SEE ITEM 13) 12-Aug-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Bilateral; FAR 52.217-9 - Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (4), (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (4), (b) (6)	
15B. CONTRACTOR/OFFEROR (b) (4), (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 23-Aug-2012	16B. UNITED STATES OF AMERICA BY (b) (4), (b) (6) (Signature of Contracting Officer)	16C. DATE SIGNED 23-Aug-2012

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GENERAL INFORMATION

The purpose of this modification is for the following:

- 1) To correct the changes that were not done in MOD 4 :
 - a) Reduce the ceiling of Option year 3 (CLINs 5001AD, 5002AD, 5003AD, and 5004AD)
 - b) Reduce the ceiling of Option year 4 (CLINs 5001AE, 5002AE, 5003AE, and 5004AE)
- 2) Change the place of performance from the Navy Annex, Arlington, VA to the Pentagon, Arlington, VA.
- 3) To exercise Option Year Three (3) in the amount of \$5,159,726.09: CLINs 5001AD, 5002AD, 5003AD, 5004AD, 6005AD, and 6006AD with a start date of 24 Aug 2012 through 23 Aug 2013.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$21,966,246.17 by \$5,159,726.09 to \$27,125,972.26.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
5001AD	O&MN,N	0.00	441,975.10	441,975.10
5002AD	O&MN,N	0.00	1,166,648.62	1,166,648.62
5003AD	O&MN,N	0.00	1,951,324.26	1,951,324.26
5004AD	O&MN,N	0.00	1,503,711.74	1,503,711.74
6005AD	O&MN,N	0.00	54,330.00	54,330.00
6006AD	O&MN,N	0.00	41,736.37	41,736.37

The total value of the order is hereby increased from \$27,321,771.06 by \$5,159,726.09 to \$32,481,497.15.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5001AD	0.00	441,975.10	441,975.10
5002AD	0.00	1,166,648.62	1,166,648.62
5003AD	0.00	1,951,324.26	1,951,324.26
5004AD	0.00	1,503,711.74	1,503,711.74
6005AD	0.00	54,330.00	54,330.00
6006AD	0.00	41,736.37	41,736.37

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5001	IA Support--Labor				(b) (4), (b) (6)
5001AA	Base--In support of CLIN 5001 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5001AB	Option Period 1--In support of CLIN 5001 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5001AC	Option Period 2--In support of CLIN 5001 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5001AD	Option Period 3--In support of CLIN 5001 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5001AE	Option Period 4--In support of CLIN 5001 (O&MN,N) Option	1.0	LY		(b) (4), (b) (6)
5002	CS Support--Labor				(b) (4), (b) (6)
5002AA	Base--In support of CLIN 5002 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5002AB	Option Period 1--In support of CLIN 5002 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5002AC	Option Period 2--In support of CLIN 5002 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5002AD	Option Period 3--In support of CLIN 5002 (O&MN,N)	1.0	LY		(b) (4), (b) (6)
5002AE	Option Period 4--In support of CLIN 5002 (O&MN,N) Option	1.0	LY		(b) (4), (b) (6)

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5003 CP Support--Labor

5003AA Base--In support of CLIN 5003 (O&MN,N) 1.0 LY

5003AB Option Period 1--In support of CLIN 5003 (O&MN,N) 1.0 LY

5003AC Option Period 2--In support of CLIN 5003 (O&MN,N) 1.0 LY

5003AD Option Period 3--In support of CLIN 5003 (O&MN,N) 1.0 LY

5003AE Option Period 4--In support of CLIN 5003 (O&MN,N) Option 1.0 LY

5004 CR Support--Labor

5004AA Base--In support of CLIN 5004 (O&MN,N) 1.0 LY

5004AB Option Period 1--In support of CLIN 5004 (O&MN,N) 1.0 LY

5004AC Option Period 2--In support of CLIN 5004 (O&MN,N) 1.0 LY

5004AD Option Period 3--In support of CLIN 5004 (O&MN,N) 1.0 LY

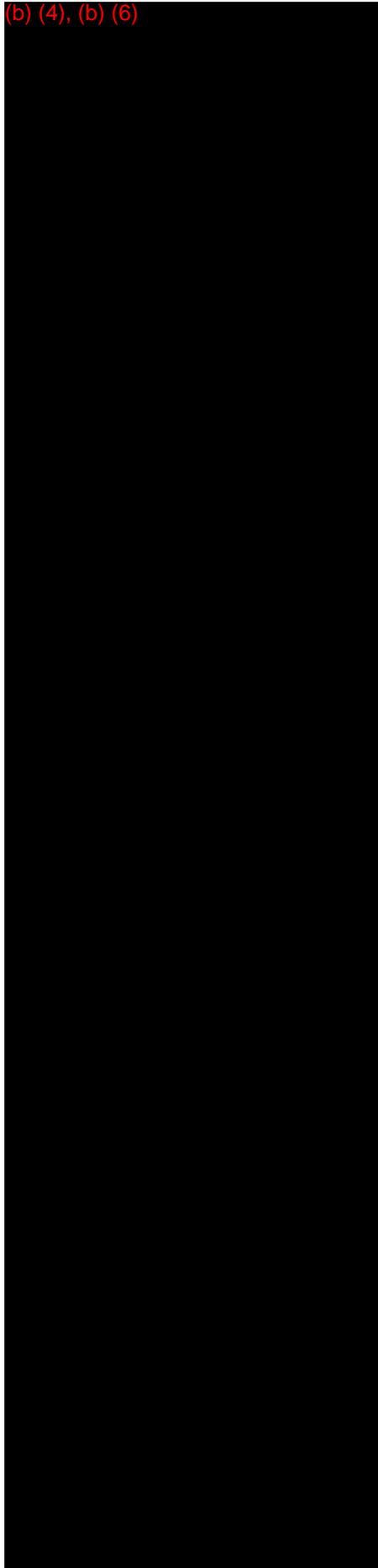
5004AE Option Period 4--In support of CLIN 5004 (O&MN,N) Option 1.0 LY

5005 Contract Support Extension

5005AB 60 Day Extension (O&MN,N) 1.0 LO

For ODC Items:

Item Supplies/Services Qty Unit



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6005 Travel

6005AA Base--In support of CLIN 6005 (O&MN,N) 1.0 LO

6005AB Option Period 1--In support of CLIN 6005 (O&MN,N) 1.0 LO

6005AC Option Period 2--In support of CLIN 6005 (O&MN,N) 1.0 LO

6005AD Option Period 3--In support of CLIN 6005 (O&MN,N) 1.0 LO

6005AE Option Period 4--In support of CLIN 6005 (O&MN,N) Option 1.0 LO

6006 ODCs

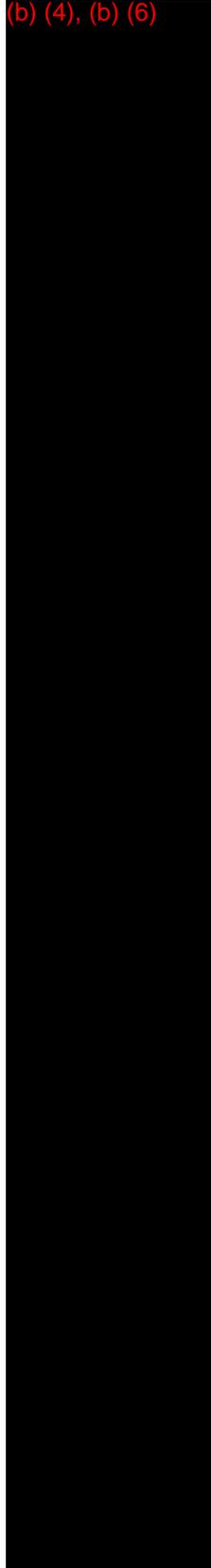
6006AA Base--In support of CLIN 6006 (O&MN,N) 1.0 LO

6006AB Option Period 1--In support of CLIN 6006 (O&MN,N) 1.0 LO

6006AC Option Period 2--In support of CLIN 6006 (O&MN,N) 1.0 LO

6006AD Option Period 3--In support of CLIN 6006 (O&MN,N) 1.0 LO

6006AE Option Period 4--In support of CLIN 6006 (O&MN,N) Option 1.0 LO



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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 BACKGROUND

C-1.1 The Director of the Department of the Marine Corps C4 serves as the Chief Information Officer (CIO) and is responsible for the development and oversight of policy, plans and guidance of enterprise services. The Director is responsible for planning, directing, coordinating, and overseeing C4 and the Information Technology (IT) capabilities and defining policy that support the warfighting and garrison communications functions for the Marine Corps. C4 is actively exploring and developing communications initiatives that address limitations on communications capabilities in all operational platforms. To meet each goal, the Director C4 interfaces with the Director Marine Corps Combat Development Command (MCCDC) and the Director, Marines Corps (MC) System Command (SYSCOM) forming the full cycle of requirements development, delivery and standards for successful communications support. C4's mission is to position the Marine Corps, through planning, policy, analysis, and oversight of information technology design, to implement a state-of-the-art, enterprise network (voice, video, and data) in coordination with the Department of the Navy (DoN), the Joint Community, SYSCOM, with the Marine Corps Network Operations Security Center (MCNOSC) to supporting network centric operations. This facilitates an operating environment for the flow of relevant information through the application and exploitation of emerging C4 technologies that allow the Corps to maintain U.S. military superiority.

C-1.2 The Director C4 influences the combat development process as a key role player in Marine Air Ground Task Force (MAGTF) Command and Control (C2) harmonization by establishing policy and standards for the development of the Marine Corps' current and future Enterprise Architecture and by ensuring joint and combined interoperations between the applicable services. Specifically, C4 is responsible for policy oversight of information systems standards, information systems integration, both internal and external, to the Marine Corps, and monitoring C4 systems development, Department of Defense (DoD), national, and allied systems that impact on the Marine Corps Information Technology architecture, corporate enterprise network applications, Public Key Infrastructure (PKI), Information Assurance (IA), and CIO related activities.

C-2 OBJECTIVE

C-2.1 The overarching objective of this requirement is to establish a coherent and cohesive support model for the C4 Directorate. The objective model will demonstrate the depth of capabilities necessary to sustain conventional, recurring requirements across the Divisions, as well as the agility to respond to emerging C4 initiatives without perturbing the management and business model. Work requirements under this effort are written as performance objectives that clearly delineate government objectives and contractor responsibilities in achieving those goals. Priorities of requirements are established for each Division, as well as the overarching contract management intent, allowing the contractor flexibility in defining a sustainable support model and establishing parameters of performance aligned with government objectives [1].

C-3 SCOPE OF WORK

C-3.1 The scope of this effort is to provide the full range of technical, functional, and managerial expertise required to support the US Headquarters Marine Corps (HQMC), Director C4, by providing:

- Input to data/information management policy and Subject Matter Expert analysis;
- Analysis of external and collateral planning requirements;
- Planning support for IT through evaluation of technology solutions;
- Reviews of recommended architecture and alternative solutions; and
- Oversight of C4 and IT capabilities that enhance warfighting functions.

The scope of this effort includes provisions for technical, analytical, and programmatic support to both sustain conventional and recurring mission execution, as well as to execute critical path requirements emerging from mission-driven exigencies. The continuing emergence and rapid adoption of new technologies, particularly those having direct impact upon existing C4 programs and fielded capabilities, is likely to drive the scope of

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services throughout contract performance. These overarching issues demand that resulting C4 support solution demonstrate a flexible approach, sound application of program management functions under a performance-based model, effective use of resources and team members throughout execution, and effective development of metrics to monitor performance execution.

The skills and qualifications of the labor force employed to respond to the C4 requirements defined in this Statement of Work is the discretion of the contractor. The vast majority of the work requirements, historically, have conformed to commercial standards such as those represented by GSA Schedule categories and service offerings. The government expects the contractor's staff solution to represent a collaboration capable of engaging in Division-centric research, analysis and reporting; representing government interests at various policy, program and technical forums; and producing high quality reports, technical findings, and similar products suitable for senior leadership review and advanced planning in support of Marine Corps C4 investment objectives.

C.4 GENERAL REQUIREMENTS / TASKS

C-4.1 C4 Organization and Mission Responsibilities

C-4.1.1 Network Plans and Policy Division (CP). The Network Plans and Policy Division (CP) directs and coordinates the information management activities for the Marine Corps through internal matrix relationships and via Joint Staff interface. CP provides policy and advice to ensure that information technology is acquired and information resources are efficiently managed. Within this framework, CP develops, implements, and communicates Marine Corps information strategies and plans that support major functions and processes through the following branches:

- IT Governance and Policy
- Current Operations
- Future Operations
- Strategy

C-4.1.2 Communication Strategic Planning Division (CS). The Communications Strategic Planning Division (CS) mission is to direct and coordinate staff activities on all matters relating to C4 systems. It acts as the focal point for all aspects of joint matters. CS is responsible for coordinating plans relating to tactical information systems, architecture, and information systems standards..

C-4.1.3 Information Assurance Division (IA). The Information Assurance Division (IA) mission provides for capabilities and actions that protect and defend network availability, protect data integrity, and provide the ability to implement effective computer network defense (CND). IA responsibilities include security for Marine Corps and DON information systems, ensuring the confidentiality, integrity, availability, and non-repudiation of information on Marine Corps systems.

C-4.1.4 Personnel and Resources Division (CR). The Resources Division (CR) mission is to provide staff assistance to the C4 Directorate. CR is responsible for managing C4 personnel and structure; resource planning, programming and budgeting; training and education requirements such as personnel in the following branches:

- Community of Interest (COI) (Information Technology / Information Mgmt);
- Program Objective Memorandum (POM) and Acquisitions Support (CRR);
- Resource Management (CRB); and

C-4.1.5 Marine Corps Operations and Security Center (MCNOSC). The Marine Corps Network Operations and Security Center (MCNOSC) located in Quantico Virginia provides secure global communications; and operational sustainment and defense of the Marine Corps Enterprise Network (MCEN) for Marine forces worldwide to affect information exchange across the Global Information Grid (GIG). MCNOSC support is not included as an element of this SOW and is included only for contextual organizational understanding.

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C-4.2 Division Support Requirements

C-4.2.1 CP Division Support Objectives. The government is responsible for establishing a comprehensive technical and management capability to execute the chartered objectives of the Division, requiring multi-disciplined expertise in engineering, analysis, and management. The majority of requirements projected for the CP Division are analytical in nature, with ~70% cited as conventional and recurring with staffing at 8.5 FTEs. Key aspects of analysis include:

- Planning, oversight and coordination responsibilities for transition activities to the Next Generation (NGEN);
- Develop, maintain, and coordinate USMC Enterprise Architecture;
- Develop and maintain IT strategy documents in support of MC Vision and Strategy 2025;

Engineering requirements represent ~20% of the requirements and are characterized as moderately to highly complex. Key aspects of engineering support include:

- Reconstituting the NIPRNet and SIPRNet for government owned/operated execution;
- Planning, programming, and coordinating requirements for Next Generation Network services, support, and assets.

Recurring management coordination constitutes ~10% of forecast activities, largely focused on NMCI to NGEN transition, strategic planning, and enterprise architecture development and maintenance. The Contractor is responsible for the following actions in support of CP Division:

C-4.2.1.1 Critical Support Requirements. Critical facets of support cross each of the functional areas previously delineated, requiring applied expertise in engineering and analytical disciplines to meet current and evolving goals. This includes all facets of analysis, decision support for course of action selection, reports and technical summaries supporting government positions. Assigned staff shall provide analysis, conduct engineering assessments, development input and provide advice and recommendations to support program requirements impacting cost, development schedules, and technical performance.

C-4.2.1.2 Sustaining Support Requirements. The principal requirements under the CP Division encompass strategic planning and participation in the MC requirements generation and acquisition processes.

C-4.2.1.2.1 IT Acquisition Support.

C4 is required to review Information Support Plans (ISPs) for Marine Corps Program to ensure compliance with Clinger-Cohen Act (CCA) and other relevant acquisition policies. Additional requirements include maintaining the Marine Corps automated IT Procurement Review/Approval System (ITPRAS), a web-based workflow approval system, which processes all request for purchase of IT products/services in the Marine Corps.

C-4.2.1.2.2 Enterprise Architecture. Principal objectives within this requirements area include the development and maintenance of the USMC Enterprise Architecture. To accomplish those objectives, applied expertise is needed to gather, analyze, and prioritize input for development and maintenance, staffing, and execution of the USMC Enterprise Architecture processes and procedures.

C-4.2.1.2.3 Transition to NGEN. Principal objectives within this requirements area include the support in planning activities in the transition of the Marine Corps off the NMCI contract 30 Sep 2010; and transition of the Marine Corps to the Next Generation Enterprise Network. With respect to NGEN, key facets of support include analyzing and assessing MC computing infrastructure, communications and enterprise service lifecycle requirements, articulating those requirements to higher level headquarters and in official documentation, participating in planning and technical working groups, and coordinating with the appropriate DOD, DON, USN and MC organizations.

C-4.2.1.2.4 Strategic Planning.

Principal objectives within the requirement involves assisting the government in developing, publishing, and updating periodically the Marine Corps Information Enterprise (MCIENT) Strategy and the MCIENT Roadmap. This effort not to exceed current level of staffing of one (1) FTE. This will involve:

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- Providing input to Director C4's Synchronization Matrix;
- Assisting the Divisions in the review of requirement documents by facilitating and coordinating rapid development;
- Assisting with Implementation Planning Guidance language with other Deputy Commandants, Directors, Marine Corps Systems Command, and the Operating Forces;
- Coordinating the execution of the MCIENT Strategy Planning & Lifecycle Management Process within C4;
- Participating in Joint, Department of Defense (DoD), Department of the Navy (DoN), Marine Corps, and Cyberspace Information Enterprise planning;
- Reviewing doctrine, concepts of employment, campaign plans, and strategy documents for alignment with the MCIENT;
- Assisting in identifying opportunities for improving efficiencies and/or effectiveness; and
- Conducting research to influence the discourse and direction of future information and technology capabilities

C-4.2.1.2.5 Garrison IT Services Planning.

Principal objectives within the requirement entail assisting the government in developing, publishing, and updating periodically plans, policies and strategies. This effort not to exceed current level of staffing of one (1) FTE. This will involve:

- Providing input to Director C4 regarding capability gaps and service delivery modernization plans, e.g., Data Center Baseline Matrix
- Assisting the regions in the review of requirements to facilitate coordination, rapid development and implementation of service delivery model changes; comparison of alternatives and requirements evaluation in support of analysis efforts, e.g., DOTMLPF, capacity planning
- Coordinating execution of the service delivery planning and lifecycle management process within C4; and other development efforts in alignment with the Marine Corps Information Environment strategy
- Participating in Joint, DOD, DON, and USMC IT services planning and improvement efforts
- Assisting in identifying opportunities for efficiencies and / or improving effectiveness; and
- **Assist with conducting research to influence the discourse and direction of future information technology (IT) capabilities.**

C-4.2.1.3 Expert Choice Support. The contractor shall provide Expert Choice support twice per year to the IT steering group (ITSG). Support shall include building the Expert Choice model in advance of the ITSG, Expert Choice facilitation during the ITSG and exporting the results from the tool after the ITSG.

C-4.2.2 CS Division Support Objectives. The government is responsible for establishing a comprehensive technical and management capability to execute the chartered objectives of the Division, requiring multi-disciplined expertise in engineering, analysis, and management. Requirements projected under for the CS Division are largely analytical in nature, with ~30% cited as conventional and recurring with staffing at 4 FTEs. Key aspects of analysis include:

- Serving as an active member of MAGTF, Naval and Joint IPTS, providing subject matter expertise for C4 systems
- Providing analysis of telecommunications initiatives and system interoperability and architecture

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impacts;

- Reviewing program documentation providing input for programmatic strategies; and
- Authoring briefings, technical reports and strategy papers for senior leadership and formal C4/CIO positions.

Engineering requirements represent ~60% of the requirements and are characterized as moderately complex. Key aspects of engineering support include:

- Engineering assessments of enterprise level communication architectures;
- Engineering analysis of proposed Service / Joint-level initiatives and technologies; and

Recurring management coordination constitutes ~10% of forecast activities, largely focused on coordinating Marine Corps positions with regard to technologies and strategies. The Contractor is responsible for the following actions in support of CS Division:

C-4.2.2.1 Critical Support Requirements. Critical facets of support cross each of the functional areas previously delineated, requiring applied expertise in engineering and analytical disciplines to meet current and evolving goals. Significant requirements include policy support, research and analysis of IT issues, and SME support at meetings and forums. Within this framework are requirements to engaged in research, analysis and communication engineering in support of the CS Division

C-4.2.2.2 Sustaining Support Requirements. The principal requirements under the CS Division encompass research into current communication systems and emerging communication technologies. Within this framework are requirements to provide communications engineering support for enterprise level communication architectures incorporating satellite communications (SATCOM) This includes identifying interoperability issues within a wide range of communication systems. Objectives of this effort are improvements to MAGTF, Naval, Joint, and deployable C4 systems, and improved collaboration with MCSC and MCCDC, in verifying systems applicability to establish future communications architectures.

C-4.2.2.2.1 Telecommunications Support. Principal objectives within this requirement area include analysis of system technical documentation and interoperability between MAGTF C2 systems, including those of other Services and coalition nations. Key facets of performance include interfacing with MCSC to track C4 systems within the acquisition process, including out-year investment funding, milestones, lifecycle support fielding and interoperability with legacy systems. Facets of interface include engineering analysis of proposals of current and future Net Centric initiatives across the Joint force, including (but not limited to) analysis and input to recommendations concerning system interoperability within the Marine Corps, other Services and coalition nations.

C-4.2.2.2.2 C2 Integration and Interoperability. Principal objectives within this requirement area include providing SME representation at Joint and Service level, IPT's, and , Net-Centric Data Working Group representing the following initiatives and requirements support area:

- DoD and USMC Net-Centric Data Strategy (NCDS)
- DoD and USMC Tactical Data Strategy (TDS)
- Communities of Interest
- DoD and MAGTF Data
- Command and Control (C2) Core Working Group and Development Team
- Universal Core (UCORE) Working Group and Development Team
- Joint and Coalition Command and Control Information Exchange Data Model (JC3IEDM)
- USMC and Joint URN Management

Within this framework are requirements to provide programmatic and technical analysis and recommendations for programs directly related to DoD and Service level Data Strategy's to include development and implementation. Additionally, the scope of this effort will include USMC migration to information sharing techniques in accordance with DoD data modernization efforts through of Net-Centric data exchanges which lend themselves to increased information sharing throughout the Marine Corps, as well as Joint operations. The methodologies for such efforts requires key interface with the Deputy Commandant, Capability Development and Integration (DC, CD&I), Marine Corps Systems Command (MCSC), and Marine Corps Tactical Systems Support Activity (MCTSSA) with the objective of future capabilities to harmonize and fuse data formats and presentation, doctrine, and material solutions. Key facets of this effort include providing C4

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technical subject matter expertise for the coordination of USMC technical data exchange capabilities and standards management with MCSC, DC, CD&I and the Advocates. These efforts include investigation of potential efficiencies in data exchange methodologies to enable better utilization of both Joint and USMC C4 systems and architectures.

C-4.2.3 IA Division Support Objectives. The government is responsible for establishing a comprehensive technical and management capability to execute the chartered objectives of the Division, requiring multi-disciplined expertise in engineering, analysis, and management. Requirements projected under the IA Division are equally distributed analytical and engineering efforts, with ~80% cited as moderately complex, or conventional with staffing at 2 FTEs. Key aspects of analysis and engineering include:

- Wireless reviews, analysis and recommendations

Acquisition support represents ~10% of the requirements and is characterized as conventional in nature. Key aspects of acquisition support include:

- Facilitating sharing & collaboration of IA issues, topics, and communication by reviewing other agencies' efforts and programs; and
- Providing representation at technical meetings, forums and working groups.

Recurring management coordination constitutes ~10% of forecast activities, largely focused on coordinating Marine Corps positions with regard to technologies and strategies. The Contractor is responsible for the following actions in support of IA Division:

C-4.2.3.1 Critical Support Requirements. Critical facets of support cross each of the functional areas previously delineated, requiring applied expertise in engineering and analytical disciplines to meet current and evolving goals.

C-4.2.3.2 Sustaining Support Requirements. The principal requirements under the IA Division encompass research into standards for implementing Cross-Domain Solutions on Marine Corps networks, drafting policy and procedures for emerging IA solutions and reviewing IA vulnerabilities to the Marine Corps network architecture and information.

C-4.2.3.2.1

C-4.2.3.2.2

C-4.2.3.2.3

C-4.2.3.2.4 **Transform and Enable IA Capabilities.** Key facets of performance include conducting security test and evaluation (ST&E) reviews on new and current CDS systems in support of the DOD system security Certification & Accreditation (C&A) process.

C-4.2.4 CR Division Support Objectives. The government is responsible for establishing a comprehensive technical and management capability to execute the chartered objectives of the Division, requiring multi-disciplined expertise in business analysis, and management. Requirements projected under for the CR Division are distributed across business analytical, and administrative efforts, with ~50% cited as moderately complex, and the remainder as more conventional with staffing at 7.2 FTEs. Key aspects include:

- C4 resource planning and management of ITM personnel workforce resources;
- Manpower analysis and modeling to ensure current/future stability within the C4 Community of Interest (COI);
- Full-Time Graphic Support

Recurring management coordination constitutes ~50% of forecast activities, largely focused on management of workforce programs. The Contractor is responsible for the following actions in support of CR Division:

C-4.2.4.1 Critical Support Requirements. Significant requirements include supporting personnel management activities across the COI for ITM civilians. Within this framework are requirements for communication of resource strategies and plans that enable accurate review of fiscal and personnel policy to

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ensure the stability and robustness of the workforce. Manpower planning and operations must consider ~1,400 individuals at 20+ bases and stations representing the COI, strategic human capital planning, and development of competency models to assist with workforce planning by identifying critical capabilities.

C-4.2.4.2 Sustaining Support Requirements. The principal requirements under the CR Division encompass IT/IM workforce management, communications, civilian IT program coordination (e.g., welcome aboard, orientation), and competency/training management.

C-4.2.4.2.1 Resource Planning and Workforce Management. Principal objectives within this requirement area include modeling C4 competencies to establish qualification standards and to identify training objectives, including coordinating with MPC-30 to ensure those competency models are appropriately formatted and entered into the Civilian Workforce Development Application. Additional efforts will focus on data/file management, dissemination of information through multiple communications mediums, and collaborative efforts to collect information and data used by USMC Manpower & Reserve Affairs (MPC-30). To ensure the accuracy of the modeling efforts, a robust data analysis program (e.g., demographics, trends, sensitivities) is required to both maintain workforce stability, as well as to forecast future needs. These efforts must specifically address the DoN requirement to develop the IA workforce in accordance with DoD Directive 8570.1 and DOD Manual 8570.1M. The government anticipates holding multiple COI leadership summits to address issues and trends identified by senior leadership. In support of these efforts, requirements exist to handle conventional logistics, create agendas and schedule workshops/breakout sessions, and to ensure the execution of events (e.g., speakers, materials, attendance) on behalf of the Director C4 [4].

C-4.2.4.2.2

C-4.2.4.2.3

C-5.1 The following is a schedule of notional deliverables that can be expected at both the contract and Division performance levels. This schedule may be revised and is provided only for situational awareness as a complement to the PWS requirements.

Deliverable / Action	Cognizance	Due Date
Contract Level		
Division and Contract WBS	COR / PCO	Finalized 10-days ACW
Kick Off meeting Agenda / Slides	CPM	5-days ACW
Monthly Progress Report	CPM / COR	10 th day of month
Program Management Plan (PMP) – Includes roles of staff, WBS updates, quality process, and deliverables/products status	COR / CPM	10-days after kick-off meeting / updates 10 th of each month
Quality Control Plan	COR / CPM	30-days ACW
Quarterly Performance Review	CPM / COR	Quarterly
Trip / Meeting Reports	CPM	5 days after event occurs
IPRs / Meeting Support	CPM	As Required
Website Maintenance/Graphics Support	COR	As Required
Division Level		
Strategic Planning	CP Task Lead	As Required
Technical analysis, Reports and Papers	CP Task Lead	As Required
Procurement System Maintenance/Operations	CP Task Lead	As Required

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USMC C4 Integrated Support Plan Reviews	CP Task Lead	As Required
CCA for USMC IT related programs	CP Task Lead	As Required
USMC Enterprise IT Architecture	CP Task Lead	As Required
Synopsis relevant technologies	CS Task Lead	As Required
Communications Architectures Monitoring	CS Task Lead	As Required
Analysis of net Centric proposals	CS Task Lead	As Required
Report on Cross-Domain Solutions	IA Task Lead	As Required
Wireless reviews, analysis and recommendations	IA Task Lead	As Required
Report on Budget Impact	CR Task Lead	As Required
Investment Initiatives	CR Task Lead	As Required
Project Plan for Training / Award Programs	CR Task Lead	As Required
Community Communications Plan	CR Task Lead	As Required
Current roster of the ITM COI Reps	CR Task Lead	As Required
Competency models and Gap Closure / Mitigation	CR Task Lead	As Required
Data sourcing worksheet	CR Task Lead	As Required
Standardized Community demographics briefing	CR Task Lead	As Required
Database management system holding all required DCPDS data elements	CR Task Lead	As Required
Annual Community Health Report	CR Task Lead	As Required
COI briefings, events, and conferences	CR Task Lead	As Required
Career Roadmap Guide annually	CR Task Lead	As Required
Graphic depictions of concepts and ideas	CR Task Lead	As Required
C4 Display case	CR Task Lead	As Required
C4 Admin contact cards	CR Task Lead	As Required
C4 Charts/graphics/Presentations/slides	CR Task Lead	As Required
C4 Posters and Signage	CR Task Lead	As Required

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BGEN's Navy IT presentation support	CR Task Lead	As Required
C4 Executive Recall/Contact Card	CR Task Lead	As Required
C4 COOP SOP	CR Task Lead	As Required
C4 Security SOP	CR Task Lead	As Required
C4 Welcome Aboard booklet	CR Task Lead	As Required
C4 Organizational charts	CR Task Lead	As Required
C4 Awards Dinner program and posters	CR Task Lead	As Required
C4 Sunset Parade program and posters	CR Task Lead	As Required

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SECTION D PACKAGING AND MARKING

D-1. All Deliverables shall be packaged and marked IAW best commercial practices. All classified materials will be appropriately annotated in accordance with DoD 5200.1-PH. Unclassified materials shall comply with appropriate security guidance and industry best practices. At all times, all products delivered under this contract shall be subject to configuration tracking and oversight control in accordance with the Contractor's best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

E-1. Throughout performance of this task order the terms Contracting Officer's Representative (COR) and Task Order Manager (TOM) shall have analogous meaning and refer to the Government individual responsible for technical performance, inspection and payment authorization for services provided by the Contractor. **[Ref C-6.1]**

E.1.1. The resulting task order shall designate a COR/TOM at the time of award who shall perform inspections and final acceptance of formal deliverables and related products on behalf of the Government. Services shall conform to the requirements set forth in the Quality Assurance Surveillance Plan (QASP) and are considered accepted upon payment of the invoice amount. Compliance with performance standards is also considered to have been met at the time of payment unless actions have been taken to extract consideration for non-performance from the monthly FFP labor amount. **[Ref C-6.1.1]**

E-1.2. Inspection and acceptance of all services shall be performed by the Government. Payment shall not be made under this task order for services performed without formal acceptance by the COR/TOM. **[Ref C-6.1.2]**

E.1.3. All deliverables produced under this task order shall meet applicable standards, quality acceptance criteria, and will be accepted or rejected, in writing, by the COR/TOM within twenty (20) days of receipt unless a different period is specified in the task order.

E-1.4. The COR/TOM is the accepting authority. Failure by the Government to give written notice within twenty (20) days will constitute acceptance by the Government. If rejected, the Government will list the task order deficiencies in a letter of rejection to the Contractor.

E-1.5. Task order deficiencies shall be corrected within a time period agreed upon between the Contracting Officer and the Contractor. The deliverable will not be considered as having been accepted until such task order deficiencies have been corrected. Deficiencies in deliverables shall be corrected at no additional cost to the Government. If a time cannot be mutually agreed upon between the parties, the Contracting Officer reserves the right to unilaterally establish a date for delivery of the corrected deliverable(s).

E-1.6. The QASP is provided as an attachment in Section J.

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SECTION F DELIVERABLES OR PERFORMANCE

F-1. Periods of Performance. The periods of performance for the following firm items are from date of task order award through 12 months thereafter and the option items are from date of option exercise through 12 months thereafter, estimated at:

POP	CLIN Sequence	Dates
Base Year	5001AA-5004AA	8/24/2009- 8/23/2010
	6005AA-6006AA	
Option Year 1	5001AB-5004AB	8/24/2010- 8/23/2011
	6005AB-6006AB	
	5005AB	08/24/2010- 10/23/2010
Option Year 2	5001AC-5004AC	8/24/2011- 8/23/2012
	6005AC-6006AC	
Option Year 3	5001AD-5004AD	8/24/2012- 8/23/2013
	6005AD-6006AD	
Option Year 4	5001AE-5004AE	8/24/2013- 8/23/2014
	6005AE-6006AE	

Services to be performed hereunder will be provided at Headquarters U.S. Marine Corps, Pentagon in Arlington, Virginia.

All work during the base and option periods is anticipated to be performed **on-site** and will include the necessary facilitation of work spaces and equipment necessary to sustain Contractor performance. All personnel should adhere to the work schedule for the associated offices and to the security and performance guidance set forth at the DD254 attached in Section J. In addition to working at C4 spaces per contract, the Booz Allen Hamilton C4 team is permitted to telework in accordance with their company policies and as directed by Booz Allen Hamilton contract management. Booz Allen Hamilton shall coordinate the telework schedule through the COR/TOM.

F-1.1. The Contractor shall provide each employee with an identification badge, which identifies by photograph the individual as an employee of the Contractor. These badges will be presented for examination upon the request from the Contracting Officer, COR, QA Personnel, Military Police or any other Government official with a need to see the badge.

F-1.2. The Contractor and his employees shall be subject to all traffic, security and registration regulations for personnel and vehicles. Copies of current regulations may be obtained from the Contracting Officer. The Contractor's vehicle shall show the contractor's name so that it is clearly visible and shall at all times display a valid state license plate and safety inspection sticker.

F-1.3. All Contractor personnel attending meetings, answering Government telephones,

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working on site, where their Contractor status is not known to third parties, must identify themselves as Contractors, to include wearing ID badges which identifies them as Contractor personnel. Any documents produced by Contractors, unless otherwise directed by the COR, should be marked as Contractor products, or disclose Contractor participation in the document.

F-1.4 Appearance and Behavior of Contracted Personnel. The contractor shall ensure all personnel present a professional appearance and demeanor during the performance of their duties. Contractor personnel shall be neat and clean, their clothing, hair and make-up styles shall be appropriate for the duties they are performing, and they must conform to any dress codes or restrictions that may be established by the government. Clothing shall be appropriate for the line and level of the work performed and shall enhance the professional image of the organization and should not contain logo or other pictures considered offensive to military personnel.

F-1.5 Personnel, Equipment, Material, and Facilities. The contractor shall provide the necessary personnel, equipment, materials and facilities to perform all the services required under this contract.

F-1.6 Common Access Cards. IAW with guidance, the authorizing official (COR/TOM), the designated Contracting Officer assigned to the installation contracting office, the installation's designated representative, or other approving Officials will approve issuance of the CAC through the automated CVS system

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SECTION G CONTRACT ADMINISTRATION DATA

G-1. COR/TOM will be determined at the time of award. The COR/TOM is responsible for execution of the requirements set forth in the PWS at **C-6.1.3** and **C-6.1.4** for Contract Performance Review and acceptance/rejection of the Monthly Progress Report.

G-2. In accordance with FAR Clause 52.216-7, the Government shall make contract payments via electronic vouchers submitted by the Contractor using Wide Area Workflow (WAWF) not more often than once a month. Per DFARS 242.803 the designated Defense Contract Audit Agency (DCAA) Auditor for the Contractor is the Contracting Officer's representative for receiving and reviewing interim vouchers, authorizing direct submission of vouchers to the appropriate DFAS office, and forwarding the final voucher to the Contract Specialist.

The submission of the vouchers via WAWF to the DCAA, does not obviate or prevent the Contracting Officer from reviewing vouchers submitted and disallowing such costs found to be unallowable as stated in FAR Clause 52.216-7

The COR/TOM acting on behalf of the Contracting Officer is authorized to review all direct costs included on interim vouchers in WAWF and advise the Contracting Officer and the DCAA auditor of any cost recommended for disallowance. For assistance in preparing interim vouchers and supporting documentation please see DCAA's pamphlet DCAAP 7641.90 of January 2005 available at <http://www.dcaa.mil>. The designated COR/TOM assigned responsibility for settlement of the Contractor's final indirect rates, may question any cost when there is reason to believe such costs should be suspended or disallowed.

The contractor is directed to use the 2-in-1 format when processing invoices and receiving reports.

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

The Contracting Office provides the following to assist the contractor with entering data in WAWF-RA, as follows:

Contract Number	N00178-04-D-4024-MUT2
Delivery Order	
Cage Code/Ext	17038
Pay DoDAAC	HQ0338
Issue Date	Refer to Block #31c on the SF 1449
Issue By DoDAAC	M00264
Admin By DoDAAC	M00264
Ship To Code/Ext	M00081
Ship From Code/Ext	
LPO DoDAAC	"Leave Blank" (Instruct the contractor to leave blank unless Navy Pay Office. If so, insert correct LPO DoDAAC)

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Acceptor Email Address	shameka.ward@usmc.mil
Inspect By DoDAAC/Ext	“Leave Blank” (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

G-3 Contract Correspondence and Technical Inquiries.

G-3.1 All correspondence/inquiries shall reference the appropriate Contract Number, and shall be submitted to the following address:

Commanding General
Regional Contracting Office, NE (C 22)
Attn: [reference Contract #]
Marine Corps Base
2010 Henderson Road
Quantico, VA 22134-5001
Phone: 703-784-3467
FAX: 703-784-3592

Upon contract award, all inquiries that relate to technical issues shall be directed to the Contracting Officer’s Representative (COR/TOM) NOTE: The Contractor hereby understands that only technical issues can be discussed with the COR. The COR/TOM is not authorized to modify or alter the terms and conditions of this contract. The COR/TOM will be identified in the award document.

G-4 Authorities of Government Personnel.

G-4.1 Notwithstanding any provision to the contrary contained elsewhere in this solicitation, the Contracting Officer is the only person authorized to approve and issue amendments to this solicitation.

G-4.2 The Contracting Officer is the only person who can legally modify any resulting contract or obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the solicitation in anticipation of receiving direct reimbursement from the Government.

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G-4.3 The Government shall not be liable for any charges incurred after the original date of contract expiration unless the contract has been renewed in accordance with FAR 52.217-9 by the Contracting Officer.

G-4.4 Only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviations shall be at the risk of, and any cost related thereto shall be borne by the contractor. Any matter concerning a change to the scope, prices, terms, or conditions of this contract shall be referred to the Contracting Officer.

G-5 Contract Audit Office.

G-5.1 Defense Contract Audit Agency (DCAA) is responsible for performing audits on the contract, should such requirements be initiated. The contractor shall provide the point of contact and address of their cognizant DCAA/DCMA office with their cost proposal.

G-5.2 CLAUSES INCORPORATED BY REFERENCE

DFARS 252.201-7000: Contracting Officer's Representative (DEC 1991)

DFARS 252.232-7003: Electronic Submission of Payment Requests (MAY 2006)

CLAUSES INCORPORATED BY FULL TEXT

G-6. MAPS 52.232.9650 USMC WIDE AREA WORKFLOW IMPLEMENTATION (DEC 2004) and USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)," the United States Marine Corps (USMC) utilizes Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <https://rmb.ogden.disa.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order. The USMC WAWF-RA POC for this contractor/order is: Casey Evans, telephone (703)784-1928.

Contract Number: **TO BE PROVIDED UPON AWARD**

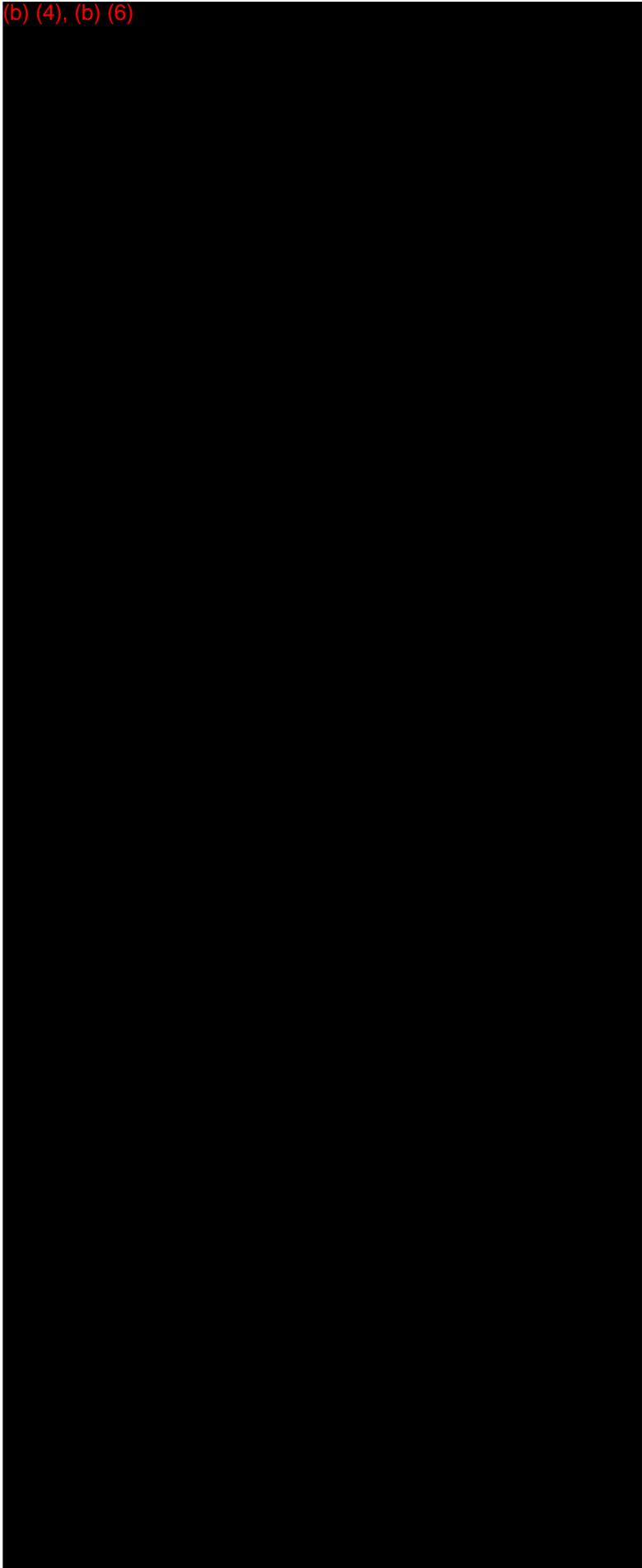
Delivery Order: **TO BE PROVIDED UPON AWARD**

Accounting Data
SLINID PR Number Amount

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LLA :
AA 179110627A0 250 00027 067443 2D M00081 9SU00048CFHL

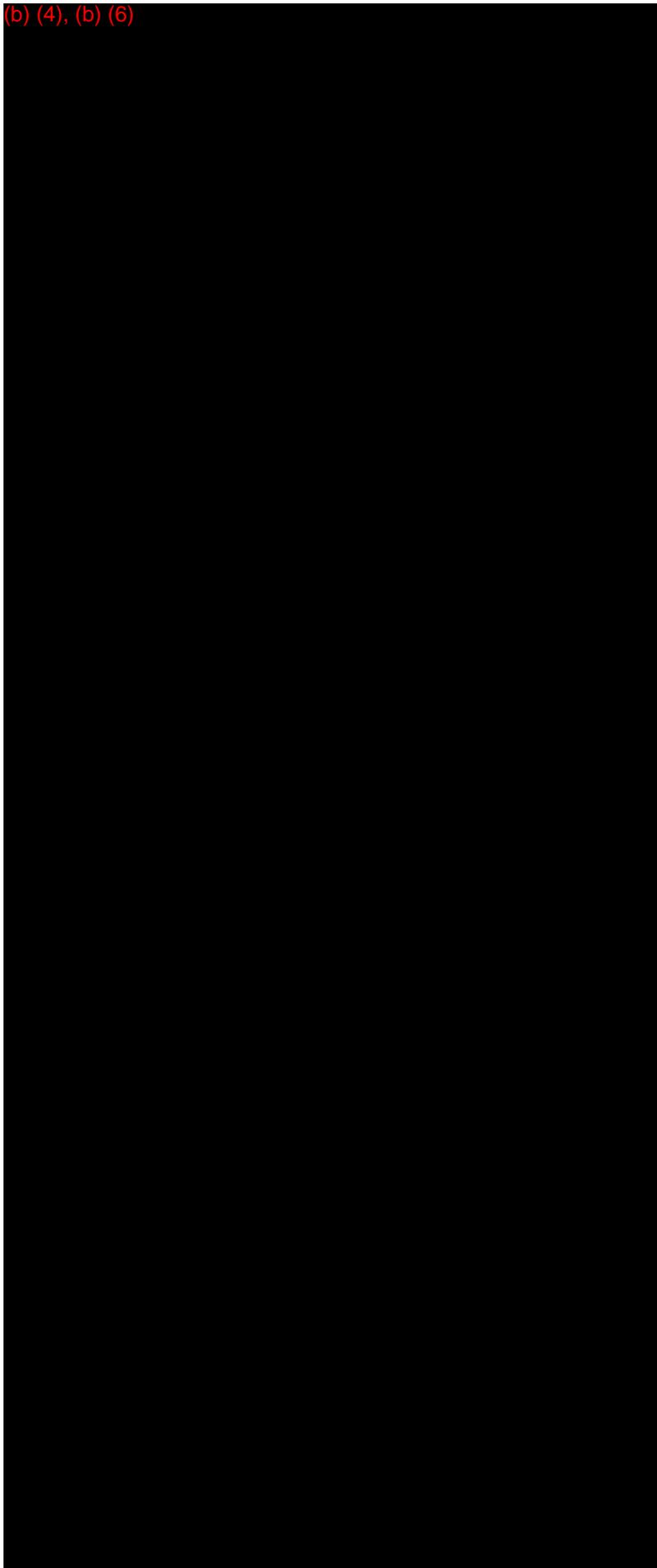
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(b) (4), (b) (6)



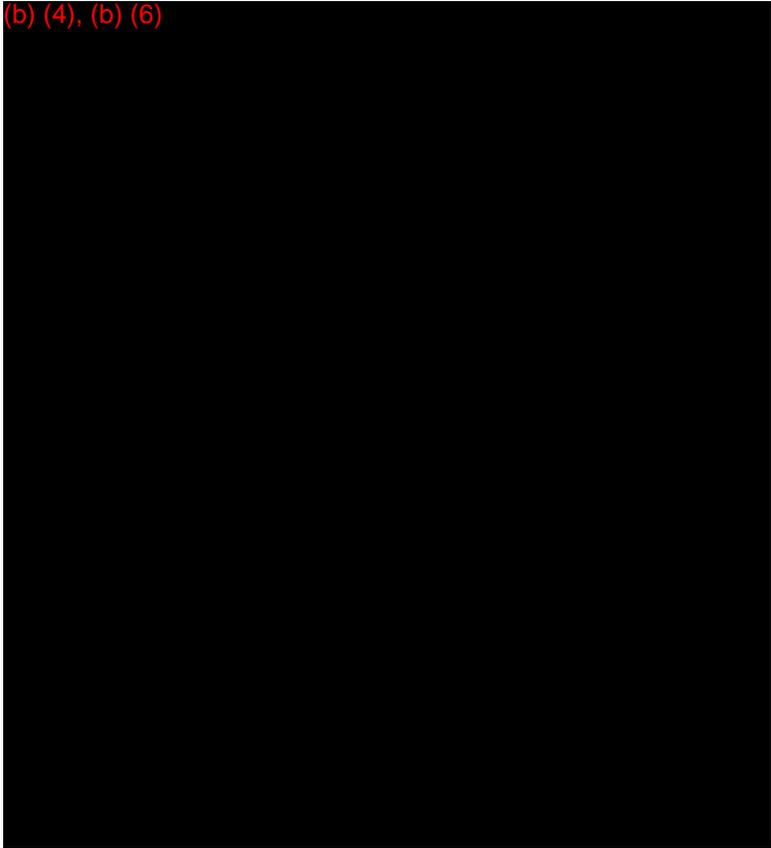
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(b) (4), (b) (6)



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(b) (4), (b) (6)



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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1. Limitation of Future Contracting. This task will involve systems engineering and technical direction supporting the NMCI Next Generation (NGEN) Program that will **preclude** contractor involvement in future efforts. The Contracting Officer has determined that this acquisition may give rise to potential conflict of interest. Accordingly, prospective Offerors should read FAR Subpart 9.5 -- Organizational Conflicts of Interest. **If the contractor, under the terms of this task order, or through the performance of tasks pursuant to this task order, is required to provide systems engineering and technical direction for NGEN, or provides inputs to develop specifications or statements of work to be used in a competitive acquisition, the Contractor shall be ineligible to supply the system, or major components of the system as a prime contractor. Further, the contractor shall be precluded from being a subcontractor, or consultant to a supplier of the system, or any of its major components under any Navy / Marine Corps acquisition effort.** This restriction shall remain in effect for a reasonable time, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

H-1.1. The contractor shall maintain and administer a security program in accordance with the National Industrial Security Program Manual (NISPOM), DOD 5220.22-M, all applicable Department of Defense (DOD) and Department of the Navy an Marine Corp (USMC) security policies, procedures, and directives, including the DD Form 254, which will be provided upon award, and the Director of Central Intelligence Directives (DCID).

H-1.2. Loss or suspension of required Security Facility clearance as set forth on the DD Form 254, "Contract Security Classification Specifications", would result in the contractor's inability to perform in accordance with the terms and conditions of this contract. As a result of this failure to perform, the contractor is subject to termination under the appropriate termination clause herein.

H-1.3. The Government reserves the right to direct any contractor employee to be removed from performance, directly or indirectly, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security. This action shall be made whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's Facility Clearance or individual's security clearance. The Government also reserves the right to remove any contractor for the purpose of conducting any investigation of alleged misconduct which may, in the opinion of the Contracting Officer, jeopardize the security of the project.

H-1.4. Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 which will be provided at time of award. This contract document is UNCLASSIFIED.

H-1.5. Required Clearances. All personnel working for the Contractor, or their subcontractors, shall possess current SECRET security clearances and appropriate accreditation at the time of employment on the contract.

H-1.5.1 Contract performance requires at a minimum a TOP SECRET contractor facility clearance specified in the DD 254. As required, it may become necessary for some

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individuals proposed to work under this contract to possess a TOP SECRET security clearance with SCI eligibility. The contractor is responsible for obtaining all necessary security clearance documentation for contractor personnel at the Prime and Sub level.

H-1.5.2 The contractor shall possess, or have unfettered use of SIPRNET to facilitate work requirements under this contract.

H-1.6 Software Certification.

H-1.6.1 The contractor certifies that it shall undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

H-1.6.2 The contractor shall immediately inform the Contracting Officer or COR/TOM when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in the paragraph above.

H-1.6.3 If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and the COR/TOM.

H-1.6.4. The contractor acknowledges their duty to exercise reasonable care in the course of contract performance; to use current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H-2 Non-Disclosure Agreements.

H-2.1 All Contractor personnel receiving access to Government data from another Contractor through this effort must provide a signed non-disclosure statement prior to start of work. This statement shall be submitted to the Contracting Officer with a copy to the COR/TOM. All non-disclosure agreements shall be signed by all Contractor personnel involved in this effort and returned within five (5) business days after receipt of award. See non-disclosure agreement format in Section J.5.

H-3. Substitution of Key Personnel

H-3.1 The Contractor hereby agrees to assign to the contract those persons whose resumes were submitted with their proposal who are necessary to fill requirements of the contract. No substitutions shall be made except in accordance with this clause. Resumes are only requested for the Program Manager and Division Task Leads. Enter the names of the individuals, if any, who are proposed in those roles:

C4 Division PM / Lead	Name of Contractor Staff
C4 Program Manager	
CP Division Task Lead	
CS Division Task Lead	

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IA Division Task Lead	
CR Division Task Lead	

H-3.2 The Contractor agrees to provide “by-name” personnel proposed to work on this contract within 30-days of award. Any substitutions from those individuals cited “by name” shall be noted in an exception report and provided to the COR/TOM and to the Contracting Officer. The Contractor shall propose a staffing plan for each Division and enact that plan immediately upon contract award. Deviations from the proposed staffing plan/WBS shall be noted to the COR/TOM at the monthly review.

H-3.3 In the event of unsatisfactory Contractor performance, the Contractor will take appropriate corrective action within ten (10) business days of formal notification to correct the problem as identified by the COR/TOM. If the problem remains unresolved in excess of ten (10) working days, the Contracting Officer will be notified by the COR/TOM so that appropriate action is taken, to include employee removal from current contract if warranted. The Program Manager shall ensure that all Government owned property is returned to the COR/TOM should a Contractor employee be removed.

H-3.4 The Contractor and its employees shall conduct only business covered by the contract during periods paid for by the Government, and will not conduct any other business on Government premises. Contractor personnel shall abide by all rules and regulations applicable to the Government premises, on which they work, including any applicable safety and security regulations as well as any measures necessary to verify Contractor labor hours. Contractor employees assigned to the Contract shall not solicit business while performing within the scope of the contract.

H-3.5 Personnel assigned by the Contractor to perform services under this contract shall be acceptable to the Government in terms of personal and professional conduct. Should the continued assignment of any person in the Contractor’s organization be deemed by the COR/TOM to conflict with the interest of the Government, that person shall be immediately removed from the assignment, and the reason for removal shall be fully explained in writing by the COR/TOM. Employment and staffing difficulties shall not be justification for failure to meet established schedules, and if such staffing difficulties impair performance, the Contractor may be subject to default. If a dispute arises the Contracting Officer shall have the final decision.

H-3.6 The details of any and all safeguards that the Contractor may design or develop under the contract shall become and remain the property of the Government and shall not be published or disclosed in any manner without the express written consent of the Government.

H-3.7 The details of any and all safeguards that may be revealed to the Contractor by the Government in the course of performing under the contract shall be published or disclosed in any manner without the express written consent of the Government.

H-4 Work Hours and Federal Holidays

H-4.1 Contractors should be prepared to provide support Monday thru Friday, on-site at the Pentagon, unless directed to do otherwise. The Government utilizes a performance work year of 1860-hours and recoverable (e.g., direct billing) workhours for performance should reflect this amount in the preparation of cost submissions. The core working hours are 9am to 3pm with normal working hours no earlier than 6:30am and no later than 5:30pm; working

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past 5:30pm will not be done so without prior Government approval.

H-4.2 The Federal holidays observed during this contract period of performance are: Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas, New Year's Day, Birthday of Martin Luther King, Jr., and George Washington's Birthday. The contractor shall not be paid for any observed Federal holidays.

H-5 Management of Travel and Other Direct Costs (ODCs)

H-5.1 The Contracting Officer or his/her alternate shall approve all travel requests, in writing, in advance of all travel. As required, the COR/TOM will issue invitational travel orders to key personnel that shall be departing the continental United States (CONUS) for travel outside the continental United States (OCONUS) locations. Transportation, per diem, air fare, auto rental, out of pocket expenses, and other allowable expenses shall be reimbursed in accordance with the limitations of the Joint Travel Regulation (JTR). The Government will not reimburse travel expense or travel time to and from the contractor's assigned locations. The Government will reimburse all reasonable travel-related expense and Government-directed travel as another direct cost (ODC) on a cost-reimbursable no fee basis up to a not-to-exceed amount to be determined. All travel costs and reimbursements are funded and expended through the task orders.

H-5.2 All travel costs will be reimbursed in accordance with FAR 31.205-46 entitled, "Travel CPFF"

H-5.3 The contractor shall not purchase, or incur other direct costs beyond \$500 per occurrence without prior approval of the COR/TOM and, when necessary, the Contracting Officer. **[Ref C-6.1.5]** Unapproved cost occurrence will be treated as an unauthorized commitment and shall be liquidated with accordance to FAR 1.602-3 and will be noted in the Contractor's CPARS.

H-6 Local Travel.

H-6.1 Local travel is considered any and all travel within a 50-mile radius from the Pentagon, Arlington VA, station to perform official duties such as attending meetings, conferences, etc., and will be reimbursed by the Government. The Government will not reimburse for commuting expenses, parking or public transportation costs for contractor staff reporting for duty at the Pentagon.

H-7 Government Furnished Property / Materiel.

H-7.1 A detailed schedule of Government property will be provided within ten (10) days of contract award by the COR/TOM and shall be inventoried, independently verified by the Contractor, and reconciled with the Government within five (5) days thereafter. The resulting schedule of GFP/GFM shall be incorporated via modification into the contract and the Contractor shall maintain control and responsible oversight of the items throughout performance.

H-7.2 On 30 September of each calendar year, or within 30 days of completion or termination of the contract, whichever occurs first, the contractor shall provide an accounting of all Government property which has come into its possession or custody under the

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contract.

H-7.3 The Government will provide the contractor with:

- Access to all related facilities, organizations and personnel necessary to support this contract;
- Government offices/operating space;
- Standard office furnishings and equipment; desks, chairs, telephones, computers with email capability, monitors; and access to printer, duplicating machine, fax and other Government furnished equipment/Government furnished information as required to perform the tasks; and
- Accountability of Government Furnished Property (GFP). The contractor shall acknowledge the receipt of Government provided accountable property, to include all assigned computer equipment in accordance with all applicable accountability procedures. The contractor shall use reasonable care and diligence in accordance with FAR 52.245-2 to ensure the safety and security of all government furnished property. The contractor may be held financially responsible for the loss of or damage to government-furnished property that results from the failure of its employees to use reasonable care and diligence. The contractor shall be particularly mindful of the need to use reasonable care and diligence during times its employees are authorized to use government furnished property off a military installation.

H-8 Organizational Conflicts of Interest.

H-8.1 Performance under this contract may require the contractor to access data and information proprietary to a Government agency, another Government contractor or of such nature that its dissemination or use other than as specified in the work statement would be adverse to the interests of the Government or others. Neither the contractor, nor contractor personnel, shall divulge nor release data or information developed or obtained under performance of this contract, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this contract or any information at all regarding this agency. In accordance with FAR 9.505-4(b). A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

H-8.2 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it and failure to safeguard any classified information that may come to the contractor (or any persons under the contractor's control) in connection with work under this contract, may subject the contractor, contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798 of the United States Code. Neither the contractor nor the contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

H-8.3 The contractor shall direct to the Contracting Officer all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the

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dissemination of official information.

H-9 CONTRACTOR ASSESSMENT AND REPORTING SYSTEM – CPARS

H-9.1 The COR/TOM will use the Contractor Performance Assessment Reporting System (CPARS) web-enabled application to collect and manage a library of automated contractor performance evaluations. The COR/TOM will be responsible for the automated contractor performance evaluations to be completed in accordance with FAR Part 42. FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

H-9.2 In accordance with FAR 42.15, and as otherwise provided by this contract, the contractor's performance under this contract shall be subject to evaluation as follows:

H-9.2.1 Final evaluation shall be conducted after completion of contract performance; and

H-9.2.2 Interim evaluations may be conducted at the Government's discretion.

H-9.3 Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

H-9.4 The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the contractor as soon as practicable after completion of the report. The contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H-10 Contractor's Quality Plan (QP)

The contractor shall provide a proposed QP implementing active, measurable, verifiable quality control and audit procedures for the assessment of performance objectives. All work performed on the contract will be subject to monitoring by the COR and his/her staff in accordance with the negotiated contractor QP and the Government's Quality Assurance Surveillance Plan (QASP). The contractor may propose a QASP to the Government. Incentives and disincentives will be linked to the QP standards, measures, and metrics, and overseen by the QASP which is attached in Section J.1.

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SECTION I CONTRACT CLAUSES

All terms, conditions and clauses of N00264-09-R-3327 are hereby incorporated.

Clauses incorporated by reference

52.204-2 -- SECURITY REQUIREMENTS (AUG 1996)

52.204-9 – PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

52.207-3 – RIGHT OF FIRST REFUSAL OF EMPLOYMENT

52.217-5 – EVALUATION OF OPTIONS

52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)

52.222-41 -- SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.227-14 -- RIGHTS IN DATA--GENERAL (DEC 2007)

52.230-1 – COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS

52.232-18 – AVAILABILITY OF FUNDS

52.239-1 – PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

52.243-1 – CHANGES – FIXED-PRICE

52.245-1 – GOVERNMENT PROPERTY

52.246-4 – INSPECTION OF SERVICES – FIXED-PRICE

52.249-2 – TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

52.249-8 – DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

52.252-1 – SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

252.201-7000 – CONTRACTING OFFICER'S REPRESENTATIVE

252.204-7000 – DISCLOSURE OF INFORMATION

252.227-7013 -- RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND
NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7015 – TECHNICAL DATA—COMMERCIAL ITEMS (NOV 1995)

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252.227-7019 -- VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

Clauses incorporated by full text

52.216-1 -- TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) In Not to Exceed Task Order resulting from this solicitation.

52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract expiration.

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.232-19 -- AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 24, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 24, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.245-2 -- GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement

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property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause

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SECTION J LIST OF ATTACHMENTS

J.1. Government Quality Assurance Surveillance Plan (QASP)

J.2. DD254 Security Requirements

J.3. Business Proposal Pricing Matrix--See Spreadsheet

J.4. Past Performance Questionnaire

J.5. Non-Disclosure Agreement